UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

IN RE:	§ 8	
Tiffane Tenelle Johnson	§ §	19-44128-MXM
Debtor (s)	8 § 8	Bankruptcy Case No.

APPLICATION FOR PAYMENT OF UNCLAIMED FUNDS

Comes now the undersigned, to make application for an order directing payment of unclaimed funds now on deposit in the Treasury of the United States. Claimant is a _X_ creditor __ debtor (check one) in the above captioned bankruptcy case and on whose behalf these funds were deposited:

1.	Name of Claimant(s)	Dilks & Knopik, LLC as assignee to Tiffane Tenelle Johnson
2.	Name and Title of Authorizing Andrew T. Drake – Vice President	
	Officer or Representative	
3.	Current Mailing Address	35308 SE Center St, Snoqualmie, WA 98065
4.	Telephone Number	425-836-5728
5.	SS# (last 4 digits only) or EIN #	74-3049851
6.	Amount Being Claimed	\$4,707.20

I, Andrew T. Drake, do hereby state under penalty of perjury that I am legally entitled to claim these funds for whom the unclaimed funds were deposited into the treasury in the above referenced bankruptcy case. I certify to the best of my knowledge that all information submitted in support of this claim is true and correct.

Date: January 6, 2025 Claimant Signature:

Subscribed and Sworn to Before Me this 6th day of January, 2025

MATTHEW ZETTLEY
NOTARY PUBLIC #197679
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 19, 2026

In and for the State of WASHINGTON

My commission expires February 19, 2026

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

IN RE:

S

Tiffane Tenelle Johnson
S

Debtor (s)

Bankruptcy Case No.
S

CLAIMANT HISTORY

The original disbursement was not presented for payment within 90 days after issuance because:

Dividends were not collected by the debtor, Tiffane Tenelle Johnson. Tiffane Tenelle Johnson has assigned her unclaimed funds to the claimant, Dilks & Knopik LLC as evidenced by the attached Assignment Agreement and the Transfer of Claim filed on 01/03/2025 (Docket # 77).

Claimant certifies under penalty of perjury that all statements made by Claimant in this application and any attachments required for this Application are, to the best of its knowledge, true and correct. Accordingly, Claimant request the Court to enter an Order authorizing payment of the pro rata dividend due upon this claim.

January 6, 2025 DATE

Andrew T. Drake, Vice President

Dilks & Knopik, LLC 35308 SE Center St

Snoqualmie, WA 98065

(425) 836-5728

admin@dilksknopik.com

Subscribed and Sworn to Before Me this 6th day of January, 2025

MATTHEW ZETTLEY
NOTARY PUBLIC #197679
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 19, 2026

Notary Public

In and for the State of WASHINGTON

My commission expires February 19, 2026

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

IN RE:	§ S	
Tiffane Tenelle Johnson	§ §	19-44128-MXM
Debtor (s)	§ § 8	Bankruptcy Case No.

CERTIFICATE OF SERVICE

In accordance with 28 U.S.C. § 2042, the undersigned hereby certifies that on the date designated below, a true and correct copy of the foregoing application with all required attachments was mailed to:

US Attorney Attn: Unclaimed Funds 1100 Commerce Street, 3rd Floor Dallas, TX 75242

Date: January 6, 2025

Andrew T. Drake Dilks & Knopik, LLC

all .

AFFIDAVIT OF PHOTO IDENTIFICATION AUTHENTICITY

I, Andrew T. Drake, Vice President of Dilks & Knopik, LLC hereby certify that the below proof of identification is a true and accurate duplicate of the original.



Dated: January 6, 2025

Andrew T. Drake, Vice President 35308 SE Center Street Snoqualmie, WA 98065

(425) 836-5728

On <u>January 6, 2025</u> before me, Andrew T. Drake, personally appeared, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

MATTHEW ZETTLEY NOTARY PUBLIC #197679 STATE OF WASHINGTON COMMISSION EXPIRES FEBRUARY 19, 2026

Matthew Zettley, Notary Public

My commission expires: February 19, 2026 Notary in and for the State of Washington

U.S. Courts Unclaimed Funds Locator

Court



Amount

ourt / TXNB			Edit Sear
Case Number	19-44128	Page Total	\$4,707.20
Last/Business Name	Johnson	First Name	Tiffane

Creditors | 1

25	TXNB	Tiffane Johnson	\$4,707.20

Creditor Name*

Case 19-44128-mxm7 Doc 78 Filed 01/08/25 Entered 01/08/25 11:14:13 Desc Main Case 19-44128-mxm7 Doc 70 Portugent/21/23/25 Entered 01/08/25 11:14:13 Desc Main Document Page 1 of 2

OFFICE OF THE STANDING CHAPTER 13 TRUSTEE 6851 N.E. LOOP 820, SUITE 300 NORTH RICHLAND HILLS, TX 76180-6608 (817)770-8500 FAX(817)498-1362

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

IN RE: TIFFANE TENELLE JOHNSON \$ CASE NO: 19-44128-MXM \$ DEBTOR \$

NOTICE TO DEPOSIT UNCLAIMED FUNDS TO THE UNITED STATES TREASURY

Transmitted herewith is a check for deposit into the Court's unclaimed funds registry as unclaimed property for the above referenced Chapter 13 case. I hereby certify that a period of sixty days has elapsed since the issuance of these funds and the disbursement check(s) has not been negotiated.

Disposition of Case: Closed

Payee Name	Check Date	Amount
TIFFANE TENELLE JOHNSON	08/29/2023	\$4,707.20
2440 OPALINE DR		
AUBREY, TX 76227		
	/s/ Tim Truman	
	Tim Truman, Standing Cha	apter 13 Trustee

NOTICE TO DEBTOR: IF YOUR NAME DOES NOT APPEAR ABOVE AS "PAYEE" YOU ARE NOT ENTITLED TO THE FUNDS.

TIFFANE TENELLE JOHNSON 2440 OPALINE DR AUBREY, TX 76227 TIFFANE TENELLE JOHNSON 2440 OPALINE DR AUBREY, TX 76227

Bar No. 20258000

Case 19-44128-mxm7 Doc 78 Filed 01/08/25 Entered 01/08/25 11:14:13 Desc Main Case 19-44128-mxm7 Doc 70 Portugent/21/299Endred 11/21/23 10:53:24 Desc Main Document Page 2 of 2

Case No: 19-44128-MXM TIFFANE TENELLE JOHNSON

Notice to Deposit Unclaimed Funds to the United States Treasury

Page 2 of 2

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice was served on the parties listed below in the manner listed below on or before 11/22/2023:

/s/ Tim Truman

Standing Chapter 13 Trustee

BY FIRST CLASS MAIL:

TIFFANE TENELLE JOHNSON, 2440 OPALINE DR, AUBREY, TX 76227-0000

ELECTRONIC SERVICE:

SHUSTER LAW, 860 HEBRON PKWY STE 303, LEWISVILLE, TX 75057

BARRETT DAFFIN FRAPPIER TURNER AND ENGEL LLP, 4004 BELT LINE RD STE 100, ADDISON, TX 75001

MCCREARY VESELKA BRAGG & ALLEN, PO BOX 1269, ROUND ROCK, TX 78680

HENRY ODDO AUSTIN & FLETCHER, 1700 PACIFIC STE 2700, DALLAS, TX 75201

MCCARTHY AND HOLTHUS, 1255 W 15TH ST #1060, PLANO, TX 75075

United States Trustee, 1100 COMMERCE STREET, ROOM 976, DALLAS, TX 75242

B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

In re Tiffane Tenelle Johnson	, Case No	19-44128-MXM
TRANSFER OF CLAIM O	OTHER THAN FOR SECU	RITY
A CLAIM HAS BEEN FILED IN THIS CASE or d hereby gives evidence and notice pursuant to Rule 3 for security, of the claim referenced in this evidence	3001(e)(2), Fed. R. Bankr. P., of the	
Dilks & Knopik, LLC	Tiffane Tenelle Johnson	
Name of Transferee	Name of Tran	sferor
Name and Address where notices to transferee Should be sent:	Court Claim # (if known): Amount of Claim:	Debtor Refund
35308 SE Center Street Snoqualmie WA 98065	Date Claim Filed:	
Phone: 425-836-5728	Phone: 940-465-6969	
Last Four Digits of Acet #:	Last Four Digits of Acct #:	
Name and Address where transferee payments hould be sent (if different from above):		
Phone:		
Last Four Digits of Acct #:		
I declare under penalty of perjury that the information of my knowledge and belief.	on provided in this notice is true and	correct to the best
By: /s/ Brian J Dilks - President	Date: 1/3/2025	
Transferee/Transferee's Agent		

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.



CERTIFICATE OF LLC RESOLUTION

The undersigned Members of Dilks & Knopik, LLC, an LLC, duly organized under the laws of Washington (hereinafter "The LLC"), hereby certify that the following resolutions were duly adopted by said Members of The LLC on June 7th, 2002 and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that <u>Brian J Dilks</u>, <u>Caryn M Dilks f/k/a Caryn M Knopik</u>, <u>Andrew T. Drake</u> and <u>Jeffrey Hudspeth</u>, is hereby authorized and directed for and on behalf of The LLC to execute <u>all</u> legal documents as approved by him/her as being in the best interests of The LLC; and to take any and all further actions to include <u>applying for and receiving unclaimed funds</u>, which may be necessary or appropriate to commence and complete said construction in such a manner as being, in his/her opinion, in the best interests of the LLC.

RESOLVED, that this action may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one action.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 22 day of

July 2024.

Brian I Ditks – Member

Date: 7/22/2024

Caryn M Dilks f/k/a Caryn M Knopik – Member

Date: 7-22-2624

MATTHEW ZETTLEY

Notary Signature

MATTHEW ZETTLEY

Notary Signature

MATTHEW ZETTLEY

Notary Signature

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

Subscribed and sworn to me this

7/22/2024

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

Subscribed and sworn to me this

7/22/2024

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

Subscribed and sworn to me this

7/22/2024

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

Subscribed and sworn to me this

7/22/2024

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

Subscribed and sworn to me this

7/22/2024

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

NOTARY PUBLIC HISTORY

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

MATTHEW ZETTLEY

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MOTARY PUBLIC HISTORY

MATTHEW ZETTLEY

MOTARY PUBLIC HISTORY

MOTA



Filed
Secretary of State
State of Washington
Date Filed: 05/14/2024
Effective Date: 05/14/2024
UBI #: 602 211 447

EXPRESS ANNUAL REPORT WITH CHANGES

Вι	ISIN	IESS	INF	ORM	ATI	ON
----	------	------	-----	-----	-----	----

Business Name:

DILKS & KNOPIK, LLC

UBI Number: 602 211 447

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

35308 SE CENTER ST, SNOQUALMIE, WA, 98065-9216, UNITED STATES

Principal Office Mailing Address:

Expiration Date:

06/30/2025

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/Registration Date:

06/07/2002

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

OTHER SERVICES, ANY LAWFUL PURPOSE

REGISTERED AGENT RCW 23.95.410

Registered Agent

Name

Street Address

Mailing Address

BRIAN DILKS

28431 SE PRESTON WAY, ISSAQUAH, WA, 98027-0000,

UNITED STATES

28431 SE PRESTON WAY, ISSAQUAH, WA, 98027-0000, UNITED STATES

PRINCIPAL OFFICE

Phone:

4258365728

Email:

DK@DKLLC.COM

Case 19-44128-mxm7 Doc 78 Filed 01/08/25 Entered 01/08/25 11:14:13 Desc Main Document Page 11 of 21

Mailing Address:	T, SNOQUALMIE, WA, 9806			
GOVERNORS				
Title	Туре	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		BRIAN	DILKS
GOVERNOR	INDIVIDUAL		CARYN	DILKS
NATURE OF BUSIN	ESS			
OTHER SERV ANY LAWFU				
EFFECTIVE DATE				
Effective Date: 05/14/2024				
CONTROLLING INT	EREST			
- No You must submit a Con	entity? es" to question 2a, has a controll ntrolling Interest Transfer Return trolling Interest Transfer is subje	n form if you answered "yes" to	o questions 1 and 2a.	of Revenue?
	on Controlling Interest, visit w		11 02.13.220.	
Tot more information (in controlling Interest, viste	W.dol.Wa.gov/Rabil		
RETURN ADDRESS	FOR THIS FILING			
Attention: Email: Address:				
EMAIL OPT-IN				
By checking this b		ll notifications from the Secret	ary of State for this entity vi	a email only. I acknowledge tha
AUTHORIZED PERS	SON			
Person Type: INDIVIDUAL				
First Name:				

Last Name: DILKS

Case 19-44128-mxm7 Doc 78 Filed 01/08/25 Entered 01/08/25 11:14:13 Desc Main Document Page 12 of 21

Title:

This document is hereby executed under penalty of law and is to the best of my knowledge, true and correct.







When Success Matters

Brian J Dilks Member

35308 SE Center Street Snoqualmie, WA 98065 Ph. 877-836-5728 x101 Fx. 877-209-8249 brian.dilks@dilksknopik.com www.dilksknopik.com

BBB accredited since 2003



Dilks & Knopik

When Success Matters

Andrew Drake

Vice President - Operations

35308 SE Center Street Snoqualmie, WA 98065 Ph. 877-836-5728 x 123 Fx. 877-209-8249 andrew.drake@dilksknopik.com www.dilksknopik.com

BBB accredited since 2003





When Success Matters

Caryn Knopik

Member

35308 SE Center Street Snoqualmie, WA 98065 Ph. 877-836-5728 x 102 Fx. 877-209-8249 caryn.knopik@dilksknopik.com

www.dilksknopik.com

Case 19-44128-mxm7

Doc 78 Filed 01/08/25 I

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Desc Main

Document Page 14 of 21

MATTHEW ZETTLEY
NOTARY PUBLIC #197679
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 19, 2026

Dilks & Knopik

On this day of 202. I certify that the preceding or attached document titled (Assignment Agreement), (pages) is a true, accurate and complete copy of the original being held at 35308 SE Center Street, Snoqualmie, WA 98065

Matthew Zettley—Notary Public
My commission expires: February 19, 2026

Assignment Agreement

This Assignment Agreement (the "Agreement") is entered into as of December 31, 2024 (the "Effective Date") by and between Dilks & Knopik, LLC, with a principal place of business at 35308 SE Center Street, Snoqualmie, WA 98065, (the "Assignee") and Tiffane Tenelle Johnson with an address of 4300 Cozy Pine Dr, Argyle TX 76226 (the "Assignor").

- Assignor is/was a debtor in the case (19-44128-MXM) as filed in the Northern District of Texas (the "Case"). As a
 debtor in the Case, Assignor was entitled to distribution of funds from the assets of the Bankruptcy Estate in the
 approximate amount of \$4,707.20 (the "Funds"). Remittance to Assignor was not successful, and pursuant to Federal
 Rule of Bankruptcy Procedure 3011 and 11 U.S.C. 347, the Funds were deposited into the Registry of the Court. The
 Funds then being subject to withdrawal in accordance with 28 U.S.C. 2042.
- 2. Assignor not desirous of attempting collection of the Funds, nor wishing to incur the time and expense of such collection, does hereby wish and does assign, and convey to the Assignee, for good and valuable consideration, all of Assignor's rights, title and interest in the Funds, without the presence of undue influence or coercion.

NOW THEREFORE, in consideration of mutual obligations, covenants, representations, and warranties herein, the parties agree as follows:

- 3. Assets Assigned: The assets herein assigned to Assignee are those stated in paragraph 1 above, that collectively are the Funds held for the benefit of Assignor by the Clerk of the Court of the court identified in paragraph 1 in the Unclaimed Funds Registry.
- 4. Consideration: The consideration herein given by Assignee to Assignor shall be the sum \$3,138.13 which sum shall be remitted to Assignor. Payment will be remitted to the Assignor for the above stated amount within 14 days of the claim/application/motion being submitted to court. In the event Assignee recovers an amount over and above the Funds then Assignor shall be entitled to 100% of the additional amount recovered.
- 5. Assignor Warranty. Assignor represents and warrants to Assignee that no payment or other distribution has been received by or on behalf of Assignor in full or partial satisfaction of the assigned asset or assigned rights, that Assignor has not sold or assigned, and shall not sell or further assign the rights, in whole or in part, herein assigned to Assignee to any other third party; and that Assignor shall cooperate with Assignee by providing or executing any additional information or document(s), without delay, deemed necessary for the recovery of the assigned Funds by Assignee, failure to do so shall be a breach of this Agreement.
- Power of Attorney: To the extent necessary under applicable law, the Assignor does hereby appoint for the limited purpose of collection of the Funds and fulfillment of Assignor's obligation(s) under this Agreement, Dilks and Knopik, LLC as its attorney-in-fact.
- This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Assignor:

Tiffane Tenelle Johnson

Assignee:

Dilks & Knopik, LLC

Andrew T. Drake - Vice President

ton

TIFFANE TENELLE JOHNSON

E-signed 2025-01-02 07:10AM CST tiffane.johnson@gmail.com



NOTICE OF ASSIGNMENT

For good and valuable consideration, the undersigned, Tiffane Tenelle Johnson ("Assignor"), hereby, assigns, conveys and transfers over and unto Dilks & Knopik, LLC ("Assignee"), any and all of right, title and interest in and to the below referenced funds.

The Assigned funds:

Debtor: Tiffane Tenelle Johnson

Court: United States Bankruptcy Court - Northern District of Texas

Case Number: 19-44128-MXM

Chapter: 13

Amount: \$4,707.20

FUNDS ARE BEING ASSIGNED "AS-IS, WHERE-IS" WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXCEPT AS EXPRESSLY PROVIDED IN THE ASSIGNMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have caused this notice of assignment to be executed as of the Tuesday, December 31, 2024.

Tiffane Tenelle Johnson

TIFFANE TENELLE JOHNSON

E-signed 2025-01-02 07:10AM CST tiffane.johnson@gmail.com

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAqgSo_70pDdOSfANXE_OaknrZiH_Uff07



Case 19-44128-mxm7 Doc 78 Filed 01/08/25 Entered 01/08/25 11:14:13 Desc Main

TTJohnson Case Assignment

Final Audit Report 2025-01-02

Created: 2024-12-31

By: Brian Baguhn (bbaguhn@dilksknopik.com)

Status: Signed

Transaction ID: CBJCHBCAABAAqgSo_70pDdOSfANXE_OaknrZiH_Ufl07

"TTJohnson Case Assignment" History

- Document created by Brian Baguhn (bbaguhn@dilksknopik.com) 2024-12-31 9:09:23 PM GMT
- Document emailed to tiffane.johnson@gmail.com for signature 2024-12-31 9:10:11 PM GMT
- Email viewed by tiffane.johnson@gmail.com 2025-01-02 1:09:52 PM GMT
- Signer tiffane.johnson@gmail.com entered name at signing as TIFFANE TENELLE JOHNSON 2025-01-02 - 1:10:26 PM GMT
- Document e-signed by TIFFANE TENELLE JOHNSON (tiffane.johnson@gmail.com)
 Signature Date: 2025-01-02 1:10:28 PM GMT Time Source: server
- Agreement completed. 2025-01-02 - 1:10:28 PM GMT



Address Proof Of Record Photo ID

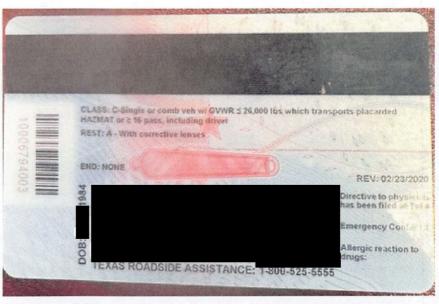


Photo ID

Instrument Number: 149007

ERecordings-RP

WARRANTY DEED

Recorded On: December 27, 2018 04:11 PM Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$34.00

******* THIS PAGE IS PART OF THE INSTRUMENT ********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number:

149007

eRx

Receipt Number:

20181227000696

Recorded Date/Time: December 27, 2018 04:11 PM

User:

Carol K

Station:

Station 24



STATE OF TEXAS COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke County Clerk Denton County, TX 170-181-00701

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

GENERAL WARRANTY DEED

GF No.: 170-181707071

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

THAT D.R. HORTON - TEXAS, LTD., a Texas Limited Partnership, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by TIFFANE JOHNSON, AN UNMARRIED WOMAN, whose mailing address is 2440 OPALINE DRIVE, AUBREY, TEXAS 76227, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of \$253,880.00, of even date herewith, payable to the order of DHI MORTGAGE COMPANY, LTD., hereinafter called "Mortgagee," and bearing interest at the rate therein provided; said Note containing an attorney's fee clause and acceleration of maturity clause in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to ANGELA R. HERNANDEZ, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, and said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said liens;

And Grantor has BARGAINED, SOLD, GRANTED AND CONVEYED, and by these presents does BARGAIN, SELL, GRANT AND CONVEY, unto said Grantee, the following described real property, to wit:

LOT 6, BLOCK "B", OF HILLSTONE POINTE PHASE 1, A SUBDIVISION IN DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2017-411, PLAT RECORDS OF DENTON COUNTY, TEXAS

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee and Grantee's heirs and assigns, FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

The contract between Grantor as the seller and Grantee as the buyer may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations referenced in this paragraph.

Taxes of every nature for the current year have been prorated and are assumed by GRANTEE. This conveyance is made subject to, all and singular, the restrictions, mineral reservations, royalties, conditions, easements, and covenants, if any, applicable to and enforceable against the above-described property as reflected by the records of the County Clerk of the aforesaid County.

Address Proof Of Record

But it is expressly agreed that the Grantor herein reserves and retains for Grantor and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the above described property, premises and improvements, until the above described Promissory Note and all interest thereon have been fully paid according to the terms thereof, when this Deed shall become absolute, which Vendor's Lien and Superior Title have been assigned, transferred, and delivered without recourse to Mortgagee as set forth above.

WHEN this Deed is executed by more than one person, or when the GRANTOR or GRANTEE is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed to correspond; and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the _ day of D.R. HORTON - TEXAS, LTD., a Texas Limited

Partnership

By: D.R. HORTON, INC., a Delaware Corporation, General Partner

Name

STATE OF

eullas COUNTY OF

This instrument was acknowledged before me on the 27 day of De. horrow, by Down Corporation, General Partner of D.R. HORTON

Texas Limited Partnership, on behalf of said LIMITED PARTNERSHIP.

CALEB JAMES BOWERS Notary Public, State of Texas Comm. Expires 03-08-2021 Notary ID 131035020

After Recording Return To: TIFFANE JOHNSON 2440 OPALINE DRIVE **AUBREY, TEXAS 76227**